

WASTE SALES & SERVICES AGREEMENT

TERMS & CONDITIONS

General

1. These terms and conditions apply to all agreements between Wyllie Recycling Limited (WR Ltd.) and the named customer overleaf ("The Customer") and are expressly incorporated in to the contract between parties to the exclusion of any other party's terms and conditions and are contractually binding upon both parties. No modifications or additional conditions shall be included unless agreed in writing by WR Ltd and the named customer.

2. The agreement will commence on the start date overleaf and will continue for 12 months minimum and/or until notice is given by either party in line with Conditions 13 or 14 of this Agreement. ("The Term of the Agreement")

3. Upon expiry of the 12 month period (or annual anniversary on 1st April), the agreement shall be automatically renewed for a further period of 12 months unless notice is given in accordance with Conditions 13 or 14 hereof. In the event of automatic renewal this Agreement will continue to constitute your Annual Duty of Care Waste Transfer Note (in accordance with Clause 12 hereof) until a new agreement for the further 12 month period has been signed by both parties.

4. During the term of the agreement the customer is committed to using the exclusive services of WR Ltd and must not obtain the same or similar services from others unless this Agreement is terminated under Clauses 13, 14 or 15 hereof. Failure to comply with this clause will amount to material breach of contract by the customer and will result in termination of the Agreement by WR Ltd in accordance with Clause 14 hereof.

Payment Terms

5. All invoices issued by WR Ltd to customers under the terms of this Agreement require to be paid within 30 days of the date of issue. Invoices remaining unpaid after 30 days will be subject to additional interest charges and Late Payment fees as set out under Late Payment of Commercial Debt (Interest) Act 1998 legislation (the rate being 5% above the Royal Bank of Scotland published base rate). Customers who fail to make payment of invoices within the payment terms specified above will have their waste collection services under this Agreement temporarily suspended until payment of all outstanding invoices issued to the Customer by WR Ltd up to and including the date of suspension, interest and late payment fees are received in full.

5a. Property in all the Goods supplied shall remain vested in the Company and shall not pass to the Customer until all monies owing to the Company by the Customer together with all collection, repossession and/or legal costs incurred, have been paid in full. 5b. The Goods, whether as separate chattels or as components, shall be stored in such a manner as to be clearly identifiable as the property of the Company until title has passed to the Customer. 5c. The Company may demand at any time until title has passed to the Customer that the Customer returns the Goods or any part of them. 5d. In the event that the Customer defaults in the payment of any monies owing to the Company, the Company and its employees or agents shall have the right to enter without notice upon the Customer's premises or any other premises where the Goods are known to be stored to repossess the Goods and for this purpose the Customer shall grant reasonable access rights and the Company, its employees or agents shall be entitled to do all things required to secure repossession.

Charges

6. Charges for the agreed services will remain fixed for the Term of the agreement, after which they may be subject to variation in accordance with clause 8 hereof.

7. All charges are stated net of VAT which will be applied at the appropriate rate.

8. WR Ltd reserve the right to amend service charges at any time to take account of extraordinary changes in waste composition by weight or volume or cost increases such as increased Landfill Tax, increased Fuel Duty, Waste Levies, Transportation Costs, Wages and/or any amended waste legislation imposed by Governments or statutory waste authorities which will become payable by the customer.

9. Any bin, container or equipment in excess of the weight defined on our excess weight matrix will have the excess weight charged for at the rate described on the matrix.

10. Contaminated waste shall incur a charge consistent with the cost of handling and Disposal.

11. Any amendments or variations charges or services under clause 8 above will be notified to the Client.

Duty of Care Waste Transfer Note

12. This Agreement constitutes your Annual Duty of Care Waste Transfer Note which is issued under this agreement. The issue of this Agreement/Duty of Care Waste Transfer Note will be Free of Charge for first 12 months only thereafter each Annual Duty Of Care Waste Transfer Note will incur an administration charge of £50.00 plus VAT. Any additional or replacements copies required will also incur the same administration charge, payable before the additional or replacement copy is sent out. This Annual Duty of Care Waste Transfer Note must be retained for a statutory period of 2 years.

Termination

13. If the customer wishes to terminate this agreement then not less than 3 months written notice and not more than 6 months written notice is required to be given as long as the effective end date under the notice is either the initial 12th month anniversary of the service or a future anniversary of that 12th month date. Failure to comply with this obligation will place the customer in breach of contract.

14. In circumstances where the customer wishes to terminate this agreement early or becomes in breach of the contract then the customer will be liable to pay the remainder of the container hire charges up to and including the 12th month and a balance of 40% of the established average monthly waste service costs payable over the remaining period up to the 12th month anniversary.

15. WR Ltd reserves the right to terminate the agreement at any time and under any circumstances.

Customer Obligations and Liabilities.

16. Bins, equipment or containers shall be presented for collection no later than 7.00am on the designated day of collection

17. During the term of the agreement and at the request of WR Ltd. the customer shall make good any Loss, Damage or Defacement of any bins, container or equipment sited at the customer's request under the terms of this agreement.

18. If the customer requests that any bins, container or equipment be placed in a position which requires WR Ltd.'s vehicles to leave the public highway, the customer shall indemnify and hold WR Ltd harmless of or against any loss, claim, damage or expense incurred or claimed by the Customer or any Third Party either as a result of any damage to or by any vehicle, any equipment or the property of the customer or any Third Party including damage to the road margin, fences, gates or pavements.

19. Waste movements will be administered by Controlled Waste Transfer Notes – the Annual duty of Care Document, once signed, is the Customers Annual Waste Transfer Note and should be kept by you for 2 years. The Customer may be required to produce their Duty of Care/ Waste Transfer Note on request by any authorised officer of Scottish Environment Protection Agency (SEPA).

20. The customer must not place in any bin, container or equipment belonging to WR Ltd, or allow to be placed, any material other than that indicated in the waste description and EWC Code overleaf. WR Ltd. shall be entitled to require the customer to enter into a new agreement for the handling of waste out with the description provided or agreed where this new waste may incur higher disposal costs. This applies to items which may be explosive, noxious or corrosive, specifically refer to Asbestos, Tyres, Fridges, Televisions and Computer Equipment of any type. Please refer to SEPA guidelines on Special Waste at www.sepa.org.uk/regulations/waste/special-waste/

Failure to comply with this clause will amount to material breach of contract by the customer and will result in termination of the Agreement by WR Ltd in accordance with Clause 14 hereof.

21. WR Ltd will not empty any bin, container or equipment found to be contaminated with waste that does not fall within the category of waste contracted to be removed under explanation that doing so would be in contravention of the Waste (Scotland) Regulations 2012.

22. The customer must provide a correct SIC code to WR Ltd.

Access

23. The customer shall at all times allow WR Ltd access to their bins, containers and equipment to empty, exchange, inspect, repair or remove from the site. For the avoidance of doubt, failure to comply with this clause will amount to material breach of contract by the customer and will result in termination of the Agreement by WR Ltd in accordance with Clause 14 hereof.

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Disposal

24. WR Ltd will use all reasonable endeavours to ensure that any Disposal site, at which the customers waste is disposed of, is operated in accordance with all the statutory requirements, however WR Ltd accepts no liability for any third party failure to operate as such.

Bins, Container and Equipment

25. The customer will not overload the bins, container or equipment supplied by WR Ltd or set fire to the contents thereof or interfere with the bins, container or equipment provided.

26. The customer shall not add or attach any sign, writing or advertising to the bins, containers or equipment supplied by WR Ltd under the terms of the Agreement, unless authorised to do so in writing by WR Ltd.

27. All bins, containers or equipment provided by WR Ltd. under the terms of this Agreement shall remain the property of WR Ltd.

28. Any bins, containers and equipment provided by WR Ltd shall only be used by the customer and must be kept at the collection address.

29. The customer agrees that they have confirmed to WR Ltd that the bins, containers and equipment supplied to them by WR Ltd. are suitable to contain and transport the waste in the quantities specified and will advise WR Ltd of any changes to weights or quantities.

30. Responsibility for cleaning and keeping the bins in a hygienic condition lies with the customer.

31. WR Ltd require all bins, containers and equipment to be returned to them upon termination of this Agreement undamaged and in a clean and hygienic condition (fair wear and tear accepted). In the event that the said bins, containers or equipment require to be cleaned, repaired or replaced the customer will be liable for all and any costs associated with same.

Risk

32. Risk of any damage or loss to the bins, containers and equipment provided to the customer shall pass to and remain the customer's responsibility from the point of delivery to site except where this has been caused through the negligence or wilful default by WR Ltd.

33. Missing, stolen or damaged bins, containers and equipment shall be notified to the police and to Wyllie Recycling Limited as soon as practically possible. Any missing, stolen or damaged containers will be charged to the customer at full replacement cost.

Collection Days

34. WR Ltd reserve the right to amend the collection day for operational reasons and where possible each change will be notified to the customer in advance.

35. If for operational reasons WR Ltd are unable to collect, empty or exchange bins, containers and equipment they reserve the right to re-schedule, defer or re-assign the work to a suitable qualified sub-contractor.

36. WR Ltd agree to collect on the days specified overleaf in the contract, subject to any change for operational reasons referred to above, however should the customer require to amend the collection day for any reason we will require 48 hours' notice of the amendment to avoid exchange and uplift charges being applied.

Statutory Obligations

37. It is a term of every contract entered into by WR Ltd that the customer shall have complied or shall comply with all requirements of Government or any statutory local or public authority in relation to the Service or to the use of the equipment by the customer. In particular:-

- a) The customer shall be responsible for ensuring compliance with the Environmental Protection Act 1990 and fulfilled their duty to apply the waste hierarchy as required by the Environmental Protection (Duty of Care) (Scotland) Regulations 2014.
- b) The customer shall be responsible for ensuring compliance with the Health & Safety at Work Act 1974

Assignment

38. WR Ltd may if required assign its rights and/or obligations under any Annual Waste Transfer Note or Waste Service Agreement with the customer. The customer shall not be entitled to assign its rights and/or obligations under any such agreement without WR Ltd.'s express consent.

Rebates

39. Any rebate subject to review from time to time in accordance with Condition 39, shall be payable by WR Ltd to the customer in respect of each uncontaminated load only.

40. WR Ltd shall, acting reasonably, during the term of the contract have the option to review the Rebate at any time in line with prevailing market conditions and the resale value of the Waste.

41. WR Ltd shall notify the customer of any changes to the rebate accordingly.

Data Privacy

42. We are committed to meeting the high standard for data privacy introduced by European data protection law (GDPR), allowing you to have more control over how your data is used and how you're contacted. The changes will also help to better protect your personal data. Wyllie Recycling take your data privacy seriously and have updated our privacy notice to reflect these changes.

Governing Law

43. These Terms & Conditions shall be governed by Scots Law and the Parties hereby submit to the jurisdiction of the Scottish Courts.